

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 1872 CV 244

EDWARD M. ZULLO and CHRISTINE
MacGREGOR,

Plaintiffs,

v.

LORETTA M. PRESUTTI, Individually
and as Trustee, ZULLO REALTY TRUST,
and CELESTE ZULLO,

Defendants.

**AFFIDAVIT OF
MICHAEL J. MARKOFF, ESQ.**

I, MICHAEL J. MAROFF, Esq., hereby affirm and state:

1. I am co-counsel for Plaintiff Edward M. Zullo in this case.

2. Attached hereto are true and correct copies of the following documents, which are
recorded at the Middlesex South Registry of Deeds (the "Registry"):

Exhibit A: the Declaration of Trust for the Zullo Realty Trust, as recorded in
Registry Book 64507, Page 161;

Exhibit B: Deed recorded in Registry Book 64507, Page 167;

Exhibit C: Confirmatory Deed recorded Registry Book 64593, Page 579;

Exhibit D: Mortgage recorded in Registry Book 67154, Page 36;

3. Attached hereto as Exhibit E are true and correct copies of written requests
transmitted to counsel for Defendant Loretta M. Presutti dated Jan.18 2017; July 26, 2017;
January 8, 2018; and March 7, 2018.

4. On or about April 11, 2018, I received from Defendant Loretta M. Presutti a

package of documents which included a partially redacted, one page "Draft Balance Sheet" and a one-page "Draft Profit & Loss" (the "Profit and Loss Statement")(copies attached hereto F and G, respectively), together with several supporting documents. No documents which appeared to pertain to any loan made by Loretta M. Presutti to the Trust were produced. The documents produced did not include any bank statements, rental leases, or any documents identifying either the persons renting portions of Winona Farm, the terms of any lease (including the amounts of rent due) or the amount of rent received from specifically-identified tenants.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 14 DAY OF
JUNE, 2018.



MICHAEL J. MARKOFF, Esq.

EXHIBIT A TO AFFIDAVIT OF MICHAEL J. MARKOFF, ESQ.

Edward A. Zella, of North, Middlesex County, Massachusetts (the "Settlor"), hereby declares that Ten (\$10,000) Dollars is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust by LORETTA FRASUTTI, solely as trustee, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Settlor and filed with the Trustee with receipt acknowledged by or for said Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

SECTION ONE
(Name and Purpose)

1.1 This Trust shall be known as the Zella Family Trust and is intended to be a private trust, so-called, for federal and state income tax purposes and to hold the record and title in the Trust Estate and perform such functions as are necessarily incidental thereto.

SECTION TWO
(Trustees)

2.1 In the event that there are two Trustees, ANY ONE TRUSTEE may execute any and all instruments and certificates necessary to carry out the provisions of the Trust. In the event there are more than two Trustees, ANY TWO TRUSTEES, or more as otherwise provided in Paragraph 2.1, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

2.2 No Trustee shall be required to furnish bond. No Trustee hereunder shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment nor for any loss arising out of any act or omission in the execution of the Trust so long as acting in good faith, but shall be responsible only for his or her own willful breach of trust. No breach of trust shall be regarded as the validity of any transaction entered into by the Trustee. No purchase, transfer, pledge, mortgage or in the holder shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the same and accretions of this trust have been credited with. Every agreement, lease, deed, mortgage, and or other instrument or document executed or taken given by the person or persons appearing from the records of the Registry of Deeds to Trustee, as required by Paragraph 2.1, shall be conclusive evidence in favor of every person relying thereon or



2014 00174493

Bk: 64507 Pg: 161 Doc: TRUST
Page: 1 of 6 11/14/2014 10:23 AM

DECLARATION OF TRUST
ZULLO REALTY TRUST

Edward A. Zullo, of Natick, Middlesex County, Massachusetts (the "Settlor"), hereby declare that Ten (\$10.00) Dollars is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust by LORETTA PRESUTTI, solely as nominee, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustees with receipt acknowledged by at least one Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

SECTION ONE
(Name and Purpose)

1.1 This Trust shall be known as the Zullo Realty Trust and is intended to be a nominee trust, so-called, for federal and state income tax purposes and to hold the record legal title to the Trust Estate and perform such functions as are necessarily incidental thereto.

SECTION TWO
(Trustees)

2.1 In the event that there are two Trustees, ANY ONE TRUSTEE may execute any and all instruments and certificates necessary to carry out the provisions of the Trust. In the event there are more than two Trustees, ANY TWO TRUSTEES, except as otherwise provided in Paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

2.2 No Trustee shall be required to furnish bond. No Trustee hereunder shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment nor for any loss arising out of any act or omission in the execution of the Trust so long as acting in good faith, but shall be responsible only for his or her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser, transferee, pledge, mortgagee or to the lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this trust have been complied with. Every agreement, lease, deed, mortgage, not or other instrument or document executed or action taken by the person or persons appearing from the records of the Registry of Deeds to Trustees, as required by Paragraph 2.1, shall be conclusive evidence in favor of every person relying thereon or

claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries.

2.3 Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the Registry of Deeds to Trustees, as required by Paragraph 2.1, as to who are the Trustees or the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustees or which are in any other manner germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

SECTION THREE (Beneficiaries)

3.1 The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedule of Beneficiaries, from time to time hereafter executed and delivered as provided above and the respective interest of the Beneficiaries shall be as therein stated.

3.2 Decisions made and action taken hereunder (including without limitation, amendment and termination of this Trust appointment and removal of Trustees; directions and notices to Trustees; and execution of documents) shall be made or taken, as the case may be, by a majority of the Beneficiaries and in the event of a tie vote among the beneficiaries, the vote of any beneficiary serving as a trustee shall control.

3.3 Any Trustee may without impropriety become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he or she was not a Trustee. The parties hereunder recognize that if a sole Trustee and sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

SECTION FOUR (Powers of Trustees)

4.1 The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the direction of a majority of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests.

4.2 Except as hereinafter provided in case of the termination of this Trust, the Trustees shall have no power to deal in or with the Trust Estate except as directed by a majority of the Beneficiaries. When, as, if, and to the extent specifically directed by a

majority of the Beneficiaries, as defined in Section 3.2, the Trustees shall have the following powers:

- 4.2.1 to buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate and as landlord or tenant execute and deliver leases and subleases;
- 4.2.2 to execute and deliver notes for borrowing for the Beneficiaries;
- 4.2.3 to grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Estate;
- 4.2.4 to endorse and deposit check in an account for the benefit of the Beneficiaries;
- 4.2.5 to timely pay all state and federal estate taxes and administration expenses levied or incurred as the result of the death of the Settlor.

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustees by the Beneficiaries may be by a Durable Power of Attorney.

4.3 Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve the Trustee, involve the Trustee in any personal liability unless first satisfactorily indemnified.

4.4 All persons extending credit to, contracting with or having any claim against the Trustees shall look only to the funds and property of this Trust for payment of any contract, or claim, or for the payment of any debt, damage, judgment, or decree, or for any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the Beneficiaries shall be personally liable therefor. If any Trustee shall at any time for any reason (other than for willful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, jointly and severally, against all loss, costs, damage, or expense by reason of such liability.

4.5 The Trustee shall have the authority to borrow funds from any Remainder Beneficiary at market rates of interest for the payment of maintenance charges and any repairs or improvements to the Trust property.

SECTION FIVE

(Termination)

5.1 This Trust may be terminated at any time by notice in writing from all of the Beneficiaries, provided that such termination shall be effective only when a certificate thereof signed by the Trustees, shall be recorded with the Registry of Deeds. Notwithstanding any other provisions of this Declaration of Trust, and consistent with the intention of the undersigned that this Trust not violate the Rule Against Perpetuities, this Trust shall terminate in any event TWENTY (20) years from the date of the death of the last surviving Trustee of the original Trustee named in this instrument.

5.2 In the case of any termination of the Trust, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the Beneficiaries as tenants in common in proportion to their respective interests hereunder, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION SIX (Amendments)

6.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by all of the Beneficiaries and delivered to the Trustees, provided in each case that the amendment shall not become effective until the instrument of amendment or a certificate setting forth the terms of such amendment, signed by the Trustees, is recorded with the Registry of Deeds.

SECTION SEVEN (Resignation and Successor Trustee)

7.1 Any Trustee hereunder may resign at any time by an instrument in writing signed and acknowledged by such Trustee and delivered to all remaining Trustees and to each Beneficiary. Such resignation shall take effect on the later of the dates specified therein or upon the date of the recording of such instrument with the Registry of Deeds.

7.2 The FIRST Successor Trustee shall be CELESTE ZULLO and DAVID A. PRESUTTI, and in the event that one is unable to serve or continue to serve, the other may serve individually. Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, proved in each case that a certificate signed by ANY TRUSTEE naming the Trustee or Trustees appointed or removed and, in the case of an appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Registry of Deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without necessity of any conveyance, be vested in said succeeding or

additional Trustee or Trustees, with all the rights, powers, authority and privileges as if named as an original Trustee hereunder.

7.3 In the event that there is no Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L. c. 183 Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a Trustee or Trustees required or permitted hereunder had been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiring upon such an affidavit as so executed and recorded as to the matters stated herein.

SECTION EIGHT
(Governing Law)

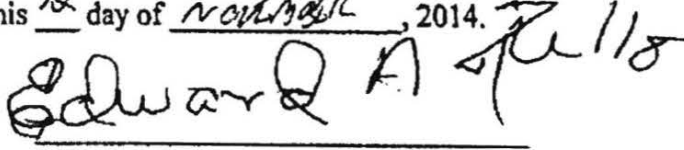
8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE
(Registry of Deeds)

9.1 The term "Registry of Deeds" shall mean the Registry of Deeds District of the Land Court for the district in the Commonwealth of Massachusetts in which any real estate included in the Trust Estate is located.

SECTION TEN
(Other Provisions)

Executive as a sealed instrument this 12 day of NOVEMBER, 2014.

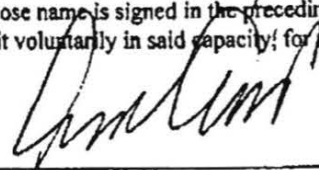

Edward A. Zullo, Settlor


Loretta Presutti, Trustee

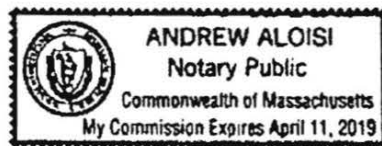
MIDDLESEX. 55
SUFFOLK, SS.

COMMONWEALTH OF MASSACHUSETTS

On this 15th day of November, 2014, before me, the undersigned notary public, personally appeared EDWARD A. ZWILLER and proved to me through satisfactory evidence of identification, which were MASS ID CARD to be the person whose name is signed in the preceding or attached document, and acknowledged to me that he/she signed it voluntarily in said capacity for its stated purposes.



Notary Public





2014 00174494

Bk: 64507 Pg: 167 Doc: DEED
Page: 1 of 1 11/14/2014 10:23 AM**QUITCLAIM DEED**

I, Edward A. Zullo, of Natick, Middlesex County, Massachusetts, for consideration of One (\$1.00) Dollar paid, the receipt of which is hereby acknowledged, GRANT to Edward A. Zullo, as Trustee of the Zullo Realty Trust under a Declaration of Trust of even date to be recorded herewith

with quitclaim covenants

the land in Natick with the buildings thereon, bounded and described, as follows:

Beginning at the Northeasterly corner of the premises at a stake and stones in the Westerly line of Union Street by land now or formerly of one Edward B. Bigelow; thence

NORTHEASTERLY: One Thousand Thirty-Six and 3/10 (1,036.30) feet on Union Street;

SOUTHEASTERLY: Six Hundred Forty-Two (642.00) feet on land now or formerly of Garvey;

SOUTHWESTERLY: Eight Hundred Ninety-One (891.00) feet by land formerly of Alexander Montgomery;

NORTHWESTERLY: One Hundred Eight-Five (185.00) feet;

SOUTHWESTERLY: Six (6.00) feet, both bounds by land of Leonard Morse Hospital; and

NORTHWESTERLY: Three Hundred Ninety-Three (393.00) feet by land late of Edward Bigelow.

The premises are subject to a right of way for the heirs and assigns of said Bigelow over a strip twenty (20) feet wide adjoining his land and a right of way fourteen (14) feet wide adjoining land of said Leonard Morse Hospital, reserved for the heirs and assigns of said Alexander Montgomery.

Said premises are estimated to contain about 14.25 acres.

For my title, see Deed of Edward A. Zullo, dated December 21, 2005, recorded with Middlesex Registry of Deeds in Book 46901, Page 23, and Death Certificate of Maureen B. Zullo, recorded on October 31, 2012 at said Deeds in Book 60373, Page 590.

This property is subject to mortgage: with Middlesex Savings Bank, which mortgages the GRANTEE assumes.

WITNESS my hand and seal this 12 day of November, 2014.

Edward A. Zullo
Edward A. Zullo

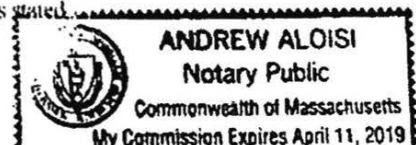
~~MIDDLESEX~~
Suffolk County

COMMONWEALTH OF MASSACHUSETTS

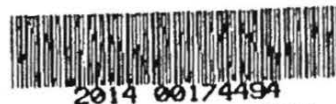
On this 12 day of November, 2014, before me, the undersigned notary public, personally appeared Edward A. Zullo and proved to me through satisfactory evidence of identification, which were MASS I.D. CARD to be the person whose name is signed in the preceding or attached document, and acknowledged to me that he signed it voluntarily in said capacity, for its stated purposes.

ALOISI & ALOISI LLC
156 STATE ST.

Andrew Aloisi



Locus & Grantee Address: 89 Union Street, Natick, MA 01760



Bk: 64507 Pg: 167 Doc: DEED
Page: 1 of 1 11/14/2014 10:23 AM

QUITCLAIM DEED

I, Edward A. Zullo, of Natick, Middlesex County, Massachusetts, for consideration of One (\$1.00) Dollar paid, the receipt of which is hereby acknowledged, GRANT to Edward A. Zullo, as Trustee of the Zullo Realty Trust under a Declaration of Trust of even date to be recorded herewith

with quitclaim covenants

the land in Natick with the buildings thereon, bounded and described, as follows:

Beginning at the Northeasterly corner of the premises at a stake and stones in the Westerly line of Union Street by land now or formerly of one Edward B. Bigelow; thence

- NORTHEASTERLY: One Thousand Thirty-Six and 3/10 (1,036.30) feet on Union Street;
- SOUTHEASTERLY: Six Hundred Forty-Two (642.00) feet on land now or formerly of Garvey;
- SOUTHWESTERLY: Eight Hundred Ninety-One (891.00) feet by land formerly of Alexander Montgomery;
- NORTHWESTERLY: One Hundred Eight-Five (185.00) feet;
- SOUTHWESTERLY: Six (6.00) feet, both bounds by land of Leonard Morse Hospital; and
- NORTHWESTERLY: Three Hundred Ninety-Three (393.00) feet by land late of Edward Bigelow.

The premises are subject to a right of way for the heirs and assigns of said Bigelow over a strip twenty (20) feet wide adjoining his land and a right of way fourteen (14) feet wide adjoining land of said Leonard Morse Hospital, reserved for the heirs and assigns of said Alexander Montgomery.

Said premises are estimated to contain about 14.25 acres.

For my title, see Deed of Edward A. Zullo, dated December 21, 2005, recorded with Middlesex Registry of Deeds in Book 46901, Page 23, and Death Certificate of Maureen B. Zullo, recorded on October 31, 2012 at said Deeds in Book 60373, Page 590.

This property is subject to mortgage: with Middlesex Savings Bank, which mortgages the GRANTEE assumes.

WITNESS my hand and seal this 12 day of November, 2014.

Edward A. Zullo
Edward A. Zullo

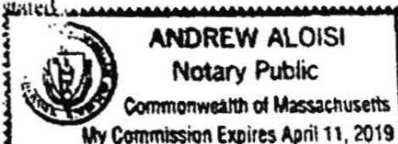
MIDDLESEX
Suffolk County

COMMONWEALTH OF MASSACHUSETTS

On this 12 day of November, 2014, before me, the undersigned notary public, personally appeared Edward A. Zullo and proved to me through satisfactory evidence of identification, which were MORE I.D. CARD to be the person whose name is signed in the preceding or attached document, and acknowledged to me that he signed it voluntarily in said capacity, for its stated purposes.

ALOISI & ALOISI LLC
156 STATE ST.

Andrew Aloisi



Locus & Grantee Address: 89 Union Street, Natick, MA 01760



Bk: 64593 Pg: 579 Doc: CONFDEED
Page: 1 of 2 12/02/2014 10:34 AM

CONFIRMATORY QUITCLAIM DEED

I, Edward A. Zullo, of Natick, Middlesex County, Massachusetts, for consideration of One (\$1.00) Dollar paid, the receipt of which is hereby acknowledged, GRANT to Loretta Presutti, as Trustee of the Zullo Realty Trust under a Declaration of Trust ~~of record to be recorded hereafter~~ *IN BOOK 64507 PAGE 161*

6450 NOV. 12, 2014

with quitclaim covenants

the land in Natick with the buildings thereon, bounded and described, as follows:

Beginning at the Northeasterly corner of the premises at a stake and stones in the Westerly line of Union Street by land now or formerly of one Edward B. Bigelow; thence

- NORTHEASTERLY: One Thousand Thirty-Six and 3/10 (1,036.30) feet on Union Street;
- SOUTHEASTERLY: Six Hundred Forty-Two (642.00) feet on land now or formerly of Garvey;
- SOUTHWESTERLY: Eight Hundred Ninety-One (891.00) feet by land formerly of Alexander Montgomery;
- NORTHWESTERLY: One Hundred Eight-Five (185.00) feet;
- SOUTHWESTERLY: Six (6.00) feet, both bounds by land of Leonard Morse Hospital; and
- NORTHWESTERLY: Three Hundred Ninety-Three (393.00) feet by land late of Edward Bigelow.

The premises are subject to a right of way for the heirs and assigns of said Bigelow over a strip twenty (20) feet wide adjoining his land and a right of way fourteen (14) feet wide adjoining land of said Leonard Morse Hospital, reserved for the heirs and assigns of said Alexander Montgomery.

Said premises are estimated to contain about 14.25 acres.

For my title, see Deed of Edward A. Zullo, dated December 21, 2005, recorded with Middlesex Registry of Deeds in Book 46901, Page 23, and Death Certificate of Maureen B. Zullo, recorded on October 31, 2012 at said Deeds in Book 60373, Page 590.

This property is subject to a mortgage with Winchester Co-Operative Bank, which mortgage the GRANTEE assumes.

WITNESS my hand and seal this 26 day of November, 2014.

THIS DEED IS TO RATIFY AND CONFIRM A DEED DATED
NOVEMBER 12, 2014, RECORDED IN BOOK, 64507, PAGE 167
IN WHICH THE TRUSTEE AND THE MORTGAGEE WAS MISNAMED.

ALOISI & ALOISI LLC
156 STATE ST.
BOSTON, MA 02109

Edward A. Zullo
Edward A. Zullo

Locus & Grantee Address: 89 Union Street, Natick, MA 01960

*156 State St
Boston MA 02109*

Middlesex South Registry of Deeds
Electronically Recorded Document

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Recording Information

Document Number	: 64336
Document Type	: MTG
Recorded Date	: April 27, 2016
Recorded Time	: 11:53:03 AM
Recorded Book and Page	: 67154 / 36
Number of Pages(including cover sheet)	: 22
Receipt Number	: 1935813
Recording Fee	: \$175.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

Winchester Cooperative Bank
 19 Church Street
 Winchester MA 01890
 Lender NMLSR ID: 466036
 Loan Originator: Robert Joseph Hickey
 Loan Originator NMLSR ID: 730217

_____[Space Above This Line For Recording Data]_____

SECOND MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 25, 2016, together with all Riders to this document.

(B) "Borrower" is Edward A. Zullo. Loretta Presutti, Trustee of The Zullo Realty Trust u/d/t dated 11/12/14 is the mortgagor under this Security Instrument.

(C) "Lender" is Winchester Cooperative Bank. Lender is a Corporation organized and existing under the laws of Commonwealth of Massachusetts. Lender's address is 19 Church Street, Winchester MA 01890. Lender's license number is 466036. Lender is the mortgagee under this Security Instrument.

(C-1) "Mortgage Broker" is NONE.

Mortgage Broker's post office address is .

Mortgage Broker's license number is .

(C-2) "Mortgage Loan Originator" is NONE.

Mortgage Loan Originator's post office address is.

Mortgage Loan Originator's license number is.

(D) "Note" means the promissory note signed by Borrower and dated April 25, 2016. The Note states that Borrower owes Lender Two Hundred Fifty Thousand and 00/100 Dollars (U.S. \$250,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 25, 2046.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ Second Home Rider

☐ Balloon Rider

☐ Planned Unit Development Rider

☒ Other(s) [specify]
EXHIBIT "A"

☒ 1-4 Family Rider

☐ Construction Rider

☐ Biweekly Payment Rider

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (iii) To secure all other obligations and liabilities of the Mortgagor to the Mortgagee and of any other maker, endorser, or guarantor of said Note to the Mortgagee, or of any guarantor or obligor of any said obligations, indebtedness or liabilities to the Mortgagee, whether any of the aforesaid obligations, indebtedness and liabilities be direct or indirect, absolute or contingent, due or to become due, joint or several, now existing or hereafter arising. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Middlesex, Massachusetts:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 89 Union Street, Natick MA 01760 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and

the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount.

Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest

at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds

at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds

are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the Improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially

equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, and other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may

be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's

check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental

Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the **STATUTORY POWER OF SALE** and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the **STATUTORY POWER OF SALE**, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of courtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

The Zullo Realty Trust

Loretta Presutti, Trustee
Loretta Presutti, Trustee

_____[Space Below This Line for Acknowledgment]_____

Commonwealth of Massachusetts

Middlesex, ss.

On this 25th day of April, 2016, before me, the undersigned notary public, personally appeared, Loretta Presutti, Trustee of The Zullo Realty Trust, and proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person(s) whose name is/are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, *on behalf of the trust as acknowledged and individually*

[Signature]
Notary Public: Patrick C. Hall

My Commission Expires: March 31, 2017



Exhibit A - Property Description

Closing Date: April 25, 2016

Borrower(s): Edward A. Zullo

Property Address: 89 Union Street, Natick MA 01760

The land in Natick with the buildings thereon, bounded and described as follows:

NORTHEASTERLY: One Thousand Thirty-six and 3/10 (1,036.30) feet on Union Street;

SOUTHEASTERLY: Six Hundred Forty-two (642.00) feet on land now or formerly of Garvey;

SOUTHWESTERLY: Eight Hundred Ninety-one (891.00) feet by land formerly of Alexander Montgomery;

NORTHWESTERLY: One Hundred Eighty-five (185.00) feet;

SOUTHWESTERLY: Six (6.00) feet, both bounds by land of Leonard Morse Hospital; and

NORTHWESTERLY: Three Hundred Ninety-three (393.00) feet by land late of Edward Bigelow.

Said premises are estimated to contain about 14.25 acres.

For mortgagors title see deed recorded with the Middlesex South Registry of Deeds at Book 64507, Page 176 and confirmatory deed recorded at Book 64593, Page 579.

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **25th day of April, 2016**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Winchester Cooperative Bank** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

89 Union Street, Natick MA 01760

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any

default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

The Zullo Realty Trust

Loretta Presutti, Trustee
Loretta Presutti, Trustee

ADJUSTABLE RATE RIDER
(5 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25 day of April, 2016, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Winchester Cooperative Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

89 Union Street, Natick MA 01760

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 3.750%. The Note provides for changes in the interest rate and the monthly payments as follows:

(A) Change Dates

The interest rate I will pay may change on the April 25, 2021 and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of five years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 500/1000 percentage points (2.500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 5.750% or less than 2.500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than 8.750%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Zullo Realty Trust


Loretta Presutti, Trustee

LAURA M. MOYNIHAN
Attorney at Law

200C Main Street
Falmouth, Massachusetts 02540
Telephone: 508-548-5558
Fax: 508-548-5553
Email: laura@lmoynihanlaw.com

January 18, 2017

Andrew Aloisi, Esquire
156 State Street, 3rd Floor
Boston, MA 02109

Via Fax to 617-227-1230

RE: Edward A. Zullo – Zullo Realty Trust

Dear Attorney Aloisi:

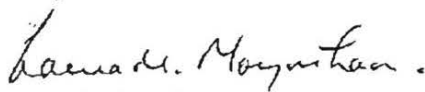
Enclosed please find the signed consent of Edward M. Zullo to the offer to purchase of ND Acquisitions LLC dated January 13, 2017 for property at 89 Union Street. Please note that Mr. Zullo has consented to the basic terms of the Offer to Purchase, but that any other documents, including but not limited to the purchase and sales agreement, will require his review and prior consent.

While the basic terms of the Offer are agreeable to Mr. Zullo, I would expect that Mr. Zullo will require that the purchase and sales agreement contain a "not to exceed" date for the closing date unless there is mutual agreement of the buyer and seller, such as one year from the Permit Approval Date, as well as an agreed upon date as to when the Permit Approval commences. Also, it would be beneficial to the seller for the purchase and sales agreement to contain a term that all permits, approval, plans and studies are fully assigned to the Seller if the Buyer terminates the purchase and sales agreement.

I look forward to receipt of a draft of the purchase and sales agreement when it is available.

Mr. Zullo is also requesting an accounting from the Trustees of the Trust of all income and outstanding liabilities and obligations, overall and monthly, as well as estimated estate taxes due. This has been requested by him and he has not received the information. Please consider this formal notice of request for such an accounting.

Very truly yours,


Laura M. Moynihan

cc: Edward Zullo Enclosure

Zullo Realty Trust

I, EDWARD M. ZULLO, beneficiary of the Zullo Realty Trust, under a declaration of trust dated November 12, 2014, in accordance with Section 3.2 of said Trust, hereby authorize the Trustee to accept the offer of ND Acquisitions LLC ^{dated 11/3/17} to purchase property owned by the Trust consisting of approximately 12 acres of land and the buildings thereon located at 89 Union Street, Natick Massachusetts for the sum of Four Million Five Hundred Thousand (\$4,500,000) dollars and to execute a purchase and sales agreement and all other documents reasonably necessary to effectuate such a sale. AGREEABLE TO THE UNDERSIGNED ONLY EMZ

Witness my hand and seal this 18 day of January, 2017. EMZ AGREEABLE TO THE UNDERSIGNED ONLY

Witness: Carol Zullo

Beneficiary Edward M. Zullo

Print Name: CAROL ZULLO

Print Address: 1213 WOODVIEW DR

ELLMOUTH, MA 02540

LAURA M. MOYNIHAN
Attorney at Law

17 Academy Lane, Suite 1
Falmouth, Massachusetts 02540
Telephone: 508-548-5558
Fax: 508-548-5553
Email: laura@lmoynihanlaw.com

July 26, 2017

Andrew Aloisi, Esquire
156 State Street, 3rd Floor
Boston, MA 02109

Via Fax to 617-227-1230
and First Class Mail

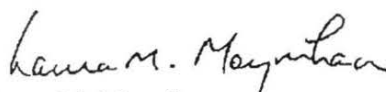
RE: Edward A. Zullo – Zullo Realty Trust

Dear Attorney Aloisi:

In January of this year I requested, on behalf of Edward M. Zullo, an accounting from the Trustees of the Trust of all income and outstanding liabilities and obligations, overall and monthly, as well as estimated estate taxes due for the Estate of Edward A. Zullo. To date, I have not received the accounting.

Please forward the accounting within 30 calendar days of the date of this letter. If the accounting is not received, I will recommend to my client that he pursue an application to the Probate Court for a Court Order mandating the accounting with payment of attorney's fees and expenses related thereto from the Trust.

Very truly yours,


Laura M. Moynihan

cc: Edward M. Zullo

LAURA M. MOYNIHAN
Attorney at Law

17 Academy Lane, Suite 1
Falmouth, Massachusetts 02540
Telephone: 508-548-5558
Fax: 508-548-5553
Email: laura@lmoynihanlaw.com

January 8, 2018

Andrew Aloisi, Esquire
156 State Street, 3rd Floor
Boston, MA 02109

Via Fax to 617-227-1230
and First Class Mail

RE: Edward A. Zullo – Zullo Realty Trust

Dear Attorney Aloisi:

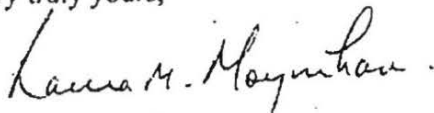
In January, 2017 and July, 2017, I requested, on behalf of Edward M. Zullo, an accounting from the Trustees of the Trust of all income and outstanding liabilities and obligations, overall and monthly, as well as estimated estate taxes due for the Estate of Edward A. Zullo. To date, I have not received the accounting.

My client has significant concerns with the matters surrounding the ownership, use and management of the Natick property. Specifically, no formal accounting of the trust has been provided despite repeated requests, additional debt is being incurred at the expense of all trust beneficiaries, business uses appear to be ongoing at the property as well as storage of unregistered vehicles that has not been accounted for appropriately by the trust, and estate taxes appear to be payable but no information on the potential tax liability has been provided. My client has been more than patient in his efforts to work with the trustee. His concerns are justified given the circumstances.

Accordingly, this is notice that my client intends to pursue partition and sale of the Natick property and to seek payment of attorney's fees and expenses related to such an application.

Please contact me at your earliest convenience if you have an alternate solution to propose that may be agreeable to my client.

Very truly yours,



Laura M. Moynihan

cc: Edward M. Zullo

MICHAEL J. MARKOFF
ATTORNEY AT LAW
184 JONES ROAD
POST OFFICE BOX 212
FALMOUTH, MA 02541-0212

TEL: (508) 548-5500

mjmarkoff@gmail.com

March 28, 2018

Andrew Aloisi, Esq.
Aloisi & Aloisi LLC
156 State Street
Boston, Massachusetts 02109

via email

Re.: Edward M. Zullo/Zullo Realty Trust

Dear Attorney Aloisi:

As you may recall, this office (together with attorney Carmel Gilberti) represents Edward M. Zullo in connection with his beneficial interest in the Zullo Realty Trust (the "Trust").

I have not had any response from you to my letter dated March 7, 2017, repeating the requests previously made to you by predecessor counsel representing my client, for a Trust accounting. It is my understanding from Attorney Romeo Adams, who represents another beneficiary of the Trust, Christine MacGregor, that you have also not responded to his letter to you dated March 8, 2018, which demanded an accounting on behalf of Ms. MacGregor.

Attached please find a draft complaint, identifying Mr. Zullo and Ms. MacGregor as plaintiffs, and Ms. Loretta M. Presutti, individually and as Trustee of the Trust, as a defendant.

Unless I receive a written response from you by close of business (5:00 PM) tomorrow, March 29, 2017, stating that you or Ms. Presutti will deliver the requested accounting to this office no later than 5:00 PM on Friday, April 13, 2018, it is my intention to promptly file the Complaint with the Superior Court. You are welcome to transmit the requested letter to as an attachment to email. If you wish to discuss this matter, please call me at my office telephone number listed above in the letterhead.

Sincerely yours,



Michael J. Markoff

cc: Carmel Gilberti, Esq.
Romeo Adams, Esq.
Client

DRAFT

Zullo Realty Trust

BALANCE SHEET
As of December 31, 2017

DRAFT

ASSETS	TOTAL
Current Assets	
Bank Accounts	
LP DP Personal	
TD Checking x4844	0.00
TD Checking x5102	0.00
ZRT TD Checking x1455	0.00
Total Bank Accounts	1,225.93
Total Current Assets	\$1,225.93
TOTAL ASSETS	\$1,225.93
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Amex CC	0.00
Barclay CC	0.00
Citibank CC	0.00
Jet Blue Credit Card	0.00
Total Credit Cards	\$0.00
Other Current Liabilities	
EAZ Loan	0.00
Loretta Presutti Loan	113,604.43
Sant acct# loc 682-00017678	0.00
Sant. Acct# LOC 514-907-3288	0.00
Winchester Bank Loan #964-6607	348,957.00
Winchester Bank Loan #971-3836	246,848.05
Total Other Current Liabilities	\$709,409.48
Total Current Liabilities	\$709,409.48
Total Liabilities	\$709,409.48
Equity	
Opening Balance Equity	
Retained Earnings	
Net Income	\$ -708,183.55
Total Equity	\$1,225.93
TOTAL LIABILITIES AND EQUITY	

DRAFT

DRAFT

Zullo Realty Trust

PROFIT AND LOSS

September 12, 2016 - December 31, 2017

DRAFT

Income	TOTAL
Equine Rental Income	
Misc Income	17,225.00
Rental Unit Income	6,790.29
Total Income	44,747.50
	\$68,762.79
GROSS PROFIT	
	\$68,762.79
Expenses	
Bank Charges & Fees	
Bar Services	279.00
Commission Expense	5,275.00
Dues & Subscriptions	2,250.00
Equine Related Expenses	375.00
Funeral Expenses	3,198.05
Inheritance Expense	8,423.80
Insurance	7,550.00
Insurance Expense	9,565.34
Interest Paid	1,401.00
Landscaping/Snow Plowing	29,094.29
Legal & Professional Services	4,906.00
Meals & Entertainment	9,915.94
Medical Expenses	265.21
Misc. Exp.	132.12
Office Supplies & Software	10,914.30
Real Estate Taxes	2,619.20
Repairs & Maintenance	11,095.24
Small Tools and Equipment	40,244.00
Supplies	1,813.82
Travel	6,453.98
Utilities	982.56
	2,611.33
Total Expenses	\$159,365.18
NET OPERATING INCOME	\$ -80,602.39
NET INCOME	\$ -80,602.39

DRAFT

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 1872 CV 244

EDWARD M. ZULLO and CHRISTINE
MacGREGOR,

Plaintiffs,

v.

LORETTA M. PRESUTTI, Individually
and as Trustee, ZULLO REALTY TRUST,
and CELESTE ZULLO,

Defendants.

**AFFIDAVIT OF
EDWARD M. ZULLO**

I, EDWARD M. ZULLO, hereby affirm and state:

1. I am one of the Plaintiffs in this case.

2. Christine MacGregor, Loretta M. Presutti, Celeste Zullo and I are the adult children of Edward A. Zullo (hereafter "Father"). Father died on September 12, 2016

3. As of November 12, 2014, Father owned and resided on Winona farm, a 14+ acre parcel with a street address of 89 Union Street, Natick, Massachusetts. Winona Farm has been improved by a two-story wood frame antique colonial farmhouse, where Father resided prior to his death.

3. Winona Farm also contains a horse farm, which includes stables and land for grazing and riding, and also contains four residential units.

4. From November 14, 2014 on, Loretta has served as Trustee of the Zullo Realty Trust (the "Trust").



18CV00244

5. Loretta has never accounted to me or Christine MacGregor, as remainder beneficiaries of the Trust, concerning the disposition of and uses made from the funds obtained pursuant any mortgage on Winona Farm. She has also not provided us with any leases for the rental of any of the parts of the farm, including the residential units. She provided us with some bank statements, but not since the Spring of 2018.

6. Loretta has notified both Christine and me of several offers Loretta received for the purchase of Winona Farm, and Loretta has indicated that she is open to selling Winona Farm. However, since Father died, Loretta has never listed Winona Farm for sale with a real estate broker.

7. It is my understanding that my previous attorney, Laura Moynihan, Esq., and my current attorney, Michael J. Markoff, Esq, made written requests to Loretta's attorney in July 2017, January, 2018 and March , 2018. I did not any response to these requests. It is my understanding that in April, 2018, Attorney Markoff received some financial documents from Loretta, but not an accounting.